

# EXHIBIT B

**IRELL & MANELLA LLP**

A REGISTERED LIMITED LIABILITY LAW PARTNERSHIP  
INCLUDING PROFESSIONAL CORPORATIONS

840 NEWPORT CENTER DRIVE, SUITE 400  
NEWPORT BEACH, CA 92660-6324  
TELEPHONE (949) 760-0991  
FACSIMILE (949) 760-5200

1800 AVENUE OF THE STARS, SUITE 900  
LOS ANGELES, CALIFORNIA 90067-4276

TELEPHONE (310) 277-1010  
FACSIMILE (310) 203-7199  
WEBSITE: [www.irell.com](http://www.irell.com)

WRITER'S DIRECT  
TELEPHONE (310) 203-7106  
FACSIMILE (310) 556-5206  
[dgindler@irell.com](mailto:dgindler@irell.com)

September 13, 2004

**VIA E-MAIL**

Donald Ware, Esq.  
Foley Hoag LLP  
155 Seaport Blvd.  
Boston, MA 02210-2600

Re: License Agreement between Columbia University and Biogen, Inc.

Dear Mr. Ware:

I am writing to follow up with respect to the status of the License Agreement between The Trustees of Columbia University in the City of New York ("Columbia") and Biogen, Inc. ("Biogen") dated as of December 1993. In light of the Covenant Not to Sue that Columbia filed on September 1, 2004, Columbia withdraws the notice of termination dated March 9, 2004. With the withdrawal of the notice of termination, Columbia confirms that the License Agreement is in full force and effect retroactive to the date on which the termination otherwise would be effective.

By withdrawing the notice of termination, Columbia is not waiving any grounds for termination of the License Agreement, except for the failure to pay royalties based on the '275 patent as it currently reads with respect to any product currently made, used, offered for sale, sold, or imported by Biogen, or any product that was made, used, offered for sale, sold, or imported by Biogen prior to the date of the Covenant Not to Sue.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



David I. Gindler

DIG:mc

**I R E L L & M A N E L L A L L P**

A REGISTERED LIMITED LIABILITY LAW PARTNERSHIP  
INCLUDING PROFESSIONAL CORPORATIONS

840 NEWPORT CENTER DRIVE, SUITE 400  
NEWPORT BEACH, CA 92660-6324  
TELEPHONE (949) 760-0991  
FACSIMILE (949) 760-5200

1800 AVENUE OF THE STARS, SUITE 900  
LOS ANGELES, CALIFORNIA 90067-4276

TELEPHONE (310) 277-1010  
FACSIMILE (310) 203-7199  
WEBSITE: [www.irell.com](http://www.irell.com)

WRITER'S DIRECT  
TELEPHONE (310) 203-7106  
FACSIMILE (310) 556-5206  
[dgindler@irell.com](mailto:dgindler@irell.com)

September 13, 2004

**VIA E-MAIL**

Donald Ware, Esq.  
Foley Hoag LLP  
155 Seaport Blvd.  
Boston, MA 02210-2600

Re: License Agreement between Columbia University and Genzyme Corporation

Dear Mr. Ware:

I am writing to follow up with respect to the status of the License Agreement between The Trustees of Columbia University in the City of New York ("Columbia") and Genzyme Corporation ("Genzyme") dated as of February 1994. In light of the Covenant Not to Sue that Columbia filed on September 1, 2004, Columbia withdraws the notice of termination dated March 9, 2004. With the withdrawal of the notice of termination, Columbia confirms that the License Agreement is in full force and effect retroactive to the date on which the termination otherwise would be effective.

By withdrawing the notice of termination, Columbia is not waiving any grounds for termination of the License Agreement, except for the failure to pay royalties based on the '275 patent as it currently reads with respect to any product currently made, used, offered for sale, sold, or imported by Genzyme, or any product that was made, used, offered for sale, sold, or imported by Genzyme prior to the date of the Covenant Not to Sue.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



David I. Gindler

DIG:mc

**IRELL & MANELLA LLP**

A REGISTERED LIMITED LIABILITY LAW PARTNERSHIP  
INCLUDING PROFESSIONAL CORPORATIONS

840 NEWPORT CENTER DRIVE, SUITE 400  
NEWPORT BEACH, CA 92660-6324  
TELEPHONE (949) 760-0991  
FACSIMILE (949) 760-5200

1800 AVENUE OF THE STARS, SUITE 900  
LOS ANGELES, CALIFORNIA 90067-4276

TELEPHONE (310) 277-1010  
FACSIMILE (310) 203-7199  
WEBSITE: [www.irell.com](http://www.irell.com)

WRITER'S DIRECT  
TELEPHONE (310) 203-7106  
FACSIMILE (310) 556-5206  
[dgindler@irell.com](mailto:dgindler@irell.com)

September 13, 2004

**VIA E-MAIL**

Mark A. Pals, Esq.  
Kirkland & Ellis  
200 E. Randolph Dr.  
Chicago, IL 60601-6636

Re: License Agreement between Columbia and BASF Bioresearch Corp.

Dear Mr. Pals:

I am writing to follow up with respect to the status of the License Agreement dated as of June 1, 1995, between The Trustees of Columbia University in the City of New York ("Columbia") and BASF Bioresearch Corporation ("BASF"). Abbott Bioresearch Center, Inc. ("Abbott") claims to be the successor-in-interest to BASF's rights under the License Agreement. In light of the Covenant Not to Sue that Columbia filed on September 1, 2004, Columbia withdraws the notice of termination dated March 9, 2004. With the withdrawal of the notice of termination, Columbia confirms that the License Agreement is in full force and effect retroactive to the date on which the termination otherwise would be effective.

By withdrawing the notice of termination, Columbia is not waiving any grounds for termination of the License Agreement, except for the failure to pay royalties based on the '275 patent as it currently reads with respect to any product currently made, used, offered for sale, sold, or imported by Abbott, or any product that was made, used, offered for sale, sold, or imported by Abbott prior to the date of the Covenant Not to Sue.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



David I. Gindler

DIG:mc

**IRELL & MANELLA LLP**

A REGISTERED LIMITED LIABILITY LAW PARTNERSHIP  
INCLUDING PROFESSIONAL CORPORATIONS

840 NEWPORT CENTER DRIVE, SUITE 400  
NEWPORT BEACH, CA 92660-6324  
TELEPHONE (949) 760-0991  
FACSIMILE (949) 760-5200

1800 AVENUE OF THE STARS, SUITE 900  
LOS ANGELES, CALIFORNIA 90067-4276

TELEPHONE (310) 277-1010  
FACSIMILE (310) 203-7199  
WEBSITE: [www.irell.com](http://www.irell.com)

WRITER'S DIRECT  
TELEPHONE (310) 203-7106  
FACSIMILE (310) 556-5206  
[dgindler@irell.com](mailto:dgindler@irell.com)

September 13, 2004

**VIA E-MAIL**

Steven A. Zalesin, Esq.  
Patterson, Belknap, Webb & Tyler, LLP  
1133 Avenue of the Americas  
New York, New York 10036-6710

Re: License Agreements between Columbia and Johnson & Johnson

Dear Mr. Zalesin:

I am writing to follow up with respect to (1) the License Agreement dated as of May 31, 1984 ("1984 License Agreement") between The Trustees of Columbia University in the City of New York ("Columbia") and Johnson & Johnson ("J&J"); and (2) the License Agreement dated as of December 14, 1989 ("1989 License Agreement") between Columbia and J&J.

Upon Columbia's receipt of the payment provided for in paragraph 1 of the Cure Agreement between the parties, J&J shall have cured the breach of the 1984 License Agreement for failure to pay past-due annual fees. Accordingly, the 1984 License Agreement shall be in full force and effect between the parties upon Columbia's receipt of this payment.

Columbia has taken no action to terminate the 1989 License Agreement, which is still in full force and effect.

Very truly yours,



David I. Gindler

DIG:mc

**IRELL & MANELLA LLP**

A REGISTERED LIMITED LIABILITY LAW PARTNERSHIP  
INCLUDING PROFESSIONAL CORPORATIONS

840 NEWPORT CENTER DRIVE, SUITE 400  
NEWPORT BEACH, CA 92660-6324  
TELEPHONE (949) 760-0991  
FACSIMILE (949) 760-5200

1800 AVENUE OF THE STARS, SUITE 900  
LOS ANGELES, CALIFORNIA 90067-4276

TELEPHONE (310) 277-1010  
FACSIMILE (310) 203-7199  
WEBSITE: [www.irell.com](http://www.irell.com)

WRITER'S DIRECT  
TELEPHONE (310) 203-7106  
FACSIMILE (310) 556-5206  
[dgindler@irell.com](mailto:dgindler@irell.com)

September 13, 2004

**VIA E-MAIL**

Leora Ben-Ami, Esq.  
Kaye Scholer LLP  
425 Park Avenue  
New York, NY 10022-3598

Re: License Agreement between Columbia and American Home Products

Dear Ms. Ben-Ami:

I am writing to follow up with respect to the status of the License Agreement between The Trustees of Columbia University in the City of New York ("Columbia") and American Home Products ("AHP") dated as of May 30, 1984. Wyeth claims to be the successor-in-interest to AHP's rights under the License Agreement. In light of the Covenant Not to Sue that Columbia filed on September 1, 2004, Columbia withdraws the notice of termination dated March 9, 2004, except with respect to Wyeth's failure to pay all annual fees due under the License Agreement. Because Wyeth did not timely cure its failure to pay all annual fees owed to Columbia, Wyeth's License Agreement was terminated pursuant to Section 5(b) sixty days after Wyeth's receipt of the notice. That termination remains in place.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



David I. Gindler

DIG:mc

**IRELL & MANELLA LLP**

A REGISTERED LIMITED LIABILITY LAW PARTNERSHIP  
INCLUDING PROFESSIONAL CORPORATIONS

840 NEWPORT CENTER DRIVE, SUITE 400  
NEWPORT BEACH, CA 92660-6324  
TELEPHONE (949) 760-0991  
FACSIMILE (949) 760-5200

1800 AVENUE OF THE STARS, SUITE 900  
LOS ANGELES, CALIFORNIA 90067-4276

TELEPHONE (310) 277-1010  
FACSIMILE (310) 203-7199  
WEBSITE: [www.irell.com](http://www.irell.com)

WRITER'S DIRECT  
TELEPHONE (310) 203-7106  
FACSIMILE (310) 556-5206  
[dgindler@irell.com](mailto:dgindler@irell.com)

September 13, 2004

**VIA E-MAIL**

Leora Ben-Ami, Esq.  
Kaye Scholer LLP  
425 Park Avenue  
New York, NY 10022-3598

Re: License Agreement between Columbia University and Genetics Institute

Dear Ms. Ben-Ami:

I am writing to follow up with respect to the status of the License Agreement between The Trustees of Columbia University in the City of New York ("Columbia") and Genetics Institute ("GI") dated as of July 31, 1990. In light of the Covenant Not to Sue that Columbia filed on September 1, 2004, Columbia withdraws the notice of termination dated March 9, 2004, except with respect to GI's failure to pay all annual fees due under the License Agreement. Because GI did not timely cure its failure to pay all annual fees owed to Columbia, GI's License Agreement was terminated pursuant to Section 5(b) thirty days after GI's receipt of the notice. That termination remains in place.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



David I. Gindler

DIG:mc

**I R E L L & M A N E L L A L L P**

A REGISTERED LIMITED LIABILITY LAW PARTNERSHIP  
INCLUDING PROFESSIONAL CORPORATIONS

840 NEWPORT CENTER DRIVE, SUITE 400  
NEWPORT BEACH, CA 92660-6324  
TELEPHONE (949) 760-0991  
FACSIMILE (949) 760-5200

1800 AVENUE OF THE STARS, SUITE 900  
LOS ANGELES, CALIFORNIA 90067-4276

TELEPHONE (310) 277-1010  
FACSIMILE (310) 203-7199  
WEBSITE: [www.irell.com](http://www.irell.com)

WRITER'S DIRECT  
TELEPHONE (310) 203-7106  
FACSIMILE (310) 556-5206  
[dgindler@irell.com](mailto:dgindler@irell.com)

September 13, 2004

**VIA E-MAIL**

Adrian M. Pruetz, Esq.  
Quinn Emanuel Urquhart Oliver & Hedges, LLP  
865 S. Figueroa St.  
10th Floor  
Los Angeles, CA 90017

Re: License Agreement between Columbia University and Genentech, Inc.

Dear Ms Pruetz:

I am writing to follow up with respect to the status of the License Agreement between The Trustees of Columbia University in the City of New York ("Columbia") and Genentech, Inc. ("Genentech") dated as of October 12, 1987. In light of the Covenant Not to Sue that Columbia filed on September 1, 2004, Columbia withdraws the notice of termination dated March 18, 2004, except with respect to Genentech's failure to allow an audit of its books and records in accordance with the terms of the License Agreement. Because Genentech did not timely cure its failure to allow an audit of its books and records, Genentech's License Agreement was terminated pursuant to Section 5(b) thirty days after Genentech's receipt of the notice. That termination remains in place.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



David I. Gindler

DIG:mc



## GIBSON, DUNN & CRUTCHER LLP

LAWYERS

A REGISTERED LIMITED LIABILITY PARTNERSHIP  
INCLUDING PROFESSIONAL CORPORATIONS

1801 California Street, Suite 4200 Denver, Colorado 80202-2642

(303) 298-5700

www.gibsondunn.com

wbsrsky@gibsondunn.com

September 13, 2004

Direct Dial  
(310) 557-8183

Fax No.  
(310) 552-7010

Client No.  
T 92695-00001

Eileen M. Herlihy  
Palmer & Dodge LLP  
111 Huntington Avenue at Prudential Center  
Boston, Massachusetts 02199-7613

Re: *Immunex Corp. and Amgen Inc. v. Columbia University*

Dear Eileen:

I write to follow up on the status of the License Agreement between The Trustees of Columbia University in the City of New York ("Columbia") and Amgen, Inc. ("Amgen") dated June 1, 1989. As you know, the License Agreement was terminated based on four separate grounds: (1) Amgen's failure to pay all royalties due on Licensed Products covered by United States Patent Nos. 4,399,216, 4,634,665, 5,179,017 and/or their foreign counterparts ("the original Axel patents"); (2) Amgen's failure to pay all royalties due on Licensed Products manufactured on or after September 24, 2002, the date on which United States Patent No. 6,455,275 was issued; (3) Amgen's failure to provide required reports for all such unpaid royalties; and (4) Amgen's failure to pay all fees due under the License Agreement. A copy of the notice of termination letter, dated March 9, 2004, is attached for your convenience.

The Covenant Not To Sue that Columbia filed on September 1, 2004 effectively withdraws the notice of termination to the extent that it was premised on obligations arising from the '275 patent. This means that item (2) above is withdrawn as a basis for termination. Additionally, item (3) above is *partially* withdrawn as a basis for termination, to the extent that Amgen failed to provide royalty reports for sales of Licensed Product covered by the '275 patent. The other bases for termination remain.

In response to the notice of termination, Amgen did not cure its failure to pay royalties due on the original Axel patents, did not cure its failure to provide the required royalty reports on the original Axel patents, and did not cure its failure to pay fees due under the License Agreement. Amgen's License Agreement was therefore terminated pursuant to Section 5(b)

LOS ANGELES NEW YORK WASHINGTON, D.C. SAN FRANCISCO PALO ALTO  
LONDON PARIS MUNICH BRUSSELS ORANGE COUNTY CENTURY CITY DALLAS DENVER

**GIBSON, DUNN & CRUTCHER LLP****Vicki G. Norton, Esq.****September 13, 2004****Page 2**

thirty days after Amgen's receipt of the notice of termination. The License Agreement between Columbia and Amgen was not revived by the Covenant Not To Sue because of Amgen's failure to cure these material breaches. Therefore, the License Agreement between Columbia and Amgen is and remains terminated.

As always, feel free to contact me if you have any questions or concerns.

Sincerely,

*Wayne M. Barsky / W. Norton*  
Wayne M. Barsky

WMB/ajt  
Enclosures

60114353\_1.doc

COLUMBIA UNIVERSITY SCIENCE AND TECHNOLOGY VENTURES



Engineering Terrace, Suite 303  
Mail Code 2206  
120 West 120th Street  
New York, NY 10027, U.S.A.  
tel. 212.854.3444 F  
tel. 212.854.3453 P  
www.columbia.edu

March 9, 2004

**VIA CERTIFIED U.S. MAIL**  
**RETURN RECEIPT REQUESTED**

Amgen, Inc.  
One Amgen Center Drive  
Thousand Oaks, CA 91320  
Attn: General Counsel

Re: Notice of Material Breach of License Agreement

Dear Sir or Madam:

Pursuant to Section 5(b) of the license agreement dated June 1, 1989, between Columbia and Amgen, Inc., Columbia hereby gives notice that Amgen is in material breach of its obligations under this agreement.

Columbia is terminating the license agreement based on the following material breaches by Amgen: (1) failing to pay all royalties due on Licensed Products covered by United States Patent Nos. 4,399,216, 4,634,665, 5,179,017 and/or their foreign counterparts; (2) failing to pay all royalties due on Licensed Products manufactured on or after September 24, 2002, the date on which United States Patent No. 6,455,275 was issued; (3) failing to provide required reports for all such unpaid royalties; (4) failing to pay all fees due under the license agreement. Accordingly, this agreement shall terminate in thirty days, unless Amgen cures its material breach within that time frame.

This letter identifies only those material breaches based on which Columbia is terminating the license agreement. Nothing contained herein is intended to be, nor should be construed as, a waiver or modification of any of Columbia's rights to seek all appropriate relief for any breach of the parties' license agreement not set forth in this letter.

Very truly yours,

Michael J. Cleare, Ph.D.  
Executive Director  
Science and Technology Ventures.